



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: December 17, 2014
	REFERENCE: 2014/36/RFP

Dear Sir / Madam:

We kindly request you to submit your Proposal for 2014/36/RFP – Slovakia Business for Development Cooperation Programme.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before 16:00 CET, Wednesday, January 07, 2015 and via courier mail to the address below:

**United Nations Development Programme
Istanbul Regional Hub
Regional Bureau for Europe and the CIS
Yalikosku Cad. No:16 Floor:3 Fatih, 34112 Istanbul, Turkey
Tel: +90 212 512 58 53
*Mr. Murat Akin, Procurement Manager***

Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Andrey Pogrebnyak
Operations Manager
December 17, 2014

Description of Requirements

Context of the Requirement	<p>Since early 2000s UNDP's partnership with the Slovak Republic has been the largest initiative with an emerging donor in the region, supporting Official Development Assistance (ODA) delivery and capacity building and public finance management reforms in partner countries. In 2014, UNDP and Slovak Republic launched a new project "Slovak Republic – UNDP Partnership for Results in the International Development Cooperation", which is a continuation of this UNDP's partnership in support of the Slovak ODA priorities, specifically leading to two key outputs: 1) Effective development cooperation tools and mechanisms enhanced and strengthened and 2) National capacities in partner countries enhanced and strengthened through effective provision of the Slovak transition knowledge and experience.</p> <p>This activity is part of the first output of the project and will contribute to the realization of the Medium Term Strategy for Development Cooperation of the Slovak Republic for 2014 -2018. As part of the Strategy Slovak Republic is looking at increased involvement of the private sector in development cooperation as a way to contribute to job creation, domestic resource mobilization and to catalyse economic growth in developing countries in order to be beneficial for reducing poverty in recipient countries. This goal should be achieved mainly within the Business Partnership Programme and Capacity Building Programme. Within the Capacity Building Programme, specific attention is paid to involvement of Slovak entities in the development schemes of international institutions (EBRD, World Bank Group, etc.) and establishment of a contact point for private sector.</p>
Brief Description of the Required Services	Slovakia Business for Development Cooperation Programme
List and Description of Expected Outputs to be Delivered	For a detailed description of outputs see attached Terms of Reference.
Person to Supervise the Work/Performance of the Service Provider	<p>UNDP project manager, Slovak-UNDP Partnership, UNDP Regional Bureau for Europe and the CIS</p> <p>Ministry of Finance of Slovak Republic (MF SR), International Relations Section: Development Cooperation Unit representative and International Financial Institutions Division representative</p>
Frequency of Reporting	Quarterly
Progress Reporting Requirements	For full reporting requirements please refer to the attached Terms of Reference.
Location of work	The activities are to be conducted in Slovakia. Seminars/workshops can be exceptionally held somewhere else, e.g. when building the brand in IFIs/IGOs.

	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	23.5 month
Target start date	January 19, 2015
Latest completion date	December 31, 2016
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore bidders shall prepare their bids excluding VAT. It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués and all other related legislation.
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ¹	

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage,

	Outputs	Percentage	Timing	Condition for Payment Release	
	Deliverable 1: 1 st progress report (PR)	5	31 March 2015	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
	Deliverable 2: 2 nd PR	5	30 June 2015		
	Deliverable 3: 3 rd PR	15	30 September 2015		
	Deliverable 4: 4 th PR	20	31 December 2015		
	Deliverable 5: 5 th PR	20	31 March 2016		
	Deliverable 6: 6 th PR	20	30 June 2016		
	Deliverable 7: 7 th PR	5	30 September 2016		
	Deliverable 8: Final report	10	30 November 2016		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	MF SR representatives (International Relations Section: Development Cooperation Unit representative and International Financial Institutions Division representative) UNDP Project Manager, Slovak-UNDP Partnership, UNDP Regional Bureau for Europe and the CIS				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm				

or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

- ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan
- ☒ Management Structure and Qualification of Key Personnel

Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

The Offeror shall seal the **Proposal in one outer and two inner envelopes**. Both inner envelopes shall indicate the name and address of the Offeror. The **first inner envelope shall contain the information specified in Annex 2 (Proposal form)**, with the duly marked "Original". The **second inner envelope shall include the price schedule duly identified as such**.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

The evaluation of the price is based on the merit point system:

- After the financial proposals are opened, a list of prices is prepared. The lowest price is ranked as the first one (receiving the highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- The lowest price is given maximum points (30), for other prices the points are assigned based on the following formula:
[amount of points = $\frac{\text{lowest price}}{\text{second lowest price}} \times 30$]

Summary of Technical and Financial Proposal Evaluation		Points Obtainable
1.	Expertise of Firm / Organization submitting Proposal	15
2.	Proposed Work Plan and Approach	25
3.	Personnel	30
Total for Technical Proposal		70
Total for Financial Proposal		30
TOTAL – max obtainable points		100

Technical Proposal (70%)

	The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:		
	Form 1 : Expertise of Firm / Organisation Submitting Proposal		
	Form 2 : Proposed Work Plan and Approach		
	Form 3 : Personnel		
	Technical Proposal Evaluation Form 1		Points obtainable
	Expertise of firm / organisation submitting proposal		
	1.1	Reputation of Organisation and Staff (Competence / Reliability) / Demonstrated experience of cooperation with stakeholders from the private sector government institutions, international organizations, including IFIs or IGOs identified as priorities (EBRD, World Bank, UN agencies) / References/Green and CSR policy	5
	1.2	An organization/institution with proven experience (either of the organization itself or through its Advisory Board and experts) in the area of providing business intermediary services, advisory services on foreign trade and business development, providing consultancy to the private sector and/or public bodies and governmental institutions	5
	1.3	Previous experience in organizing and facilitating workshops, trainings, public debates, round tables, provision of consultancy services in relating fields, etc. preferably for the private sector target group	5
Total Part 1		15	
Technical Proposal Evaluation Form 2		Points Obtainable	
Proposed Work Plan and Approach			
2.1	Is the scope of task understood, well defined and does it correspond to the TOR?	5	
2.2	Is the proposal based on a survey of the programme environment and was this data input properly used in the preparation of the proposal?	5	
2.3	Is the proposed approach adequate to achieving objectives of the assignment, is the presentation clear	10	

		and is the sequence of activities and the planning logical, realistic and promise efficient implementation?	
2.4		Have the important aspects of the task been addressed in sufficient detail?	5
	Total Part 2		25
Technical Proposal Evaluation Form 3			Points Obtainable
Personnel			
3.1	Advanced (MA) university degree in economics, business administration, international development, international relations or equivalent		5
3.2	Senior expert at least 5 years of experience / other team members at least 3 years of experience in private sector development, tendering, providing advisory services to private and/or public bodies in the Slovak Republic, in the region of Central and Eastern Europe and/or abroad in the field of foreign trade and business development, project and/or programme management and communications		10
3.3	Proven knowledge of the Slovak private sector and Slovak market-covering companies and consultants, demonstrated understanding of development cooperation and collaboration with IFIs/IGOs (writing projects/preparing bids for international tenders, building partnerships/consortia and/or successful implementation of projects Proven track record in organizing events, workshops and trainings, preferably for a private sector target group		10
3.4	Proven experience in cooperation with international organizations (at least 3 similar assignments); previous working experience with UNDP or other international agencies is an asset Excellent analytical, facilitation, presentation and communication skills, incl. excellent command of English and Slovak within the team, Russian or other relevant language is an asset		5
	Total Part 3		30
UNDP will award the contract to:		<input checked="" type="checkbox"/> One and only one Service Provider	

Annexes to this RFP ²	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) – THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) ³ <input checked="" type="checkbox"/> Detailed TOR (Annex 5) In addition to 1x hard copy, please also provide all the information on 1 x CD-R. Price offer must be submitted on a separate CD and included in the envelope with the printed price offer.
Contact Person for Inquiries (Written inquiries only) ⁴	<i>Mr. Murat Akin</i> <i>Procurement Manager</i> <i>Procurement.irh@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[insert: Location].

[insert: Date]

To: Murat Akin, Procurement Manager

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can

² Where the information is available in the web, a URL for the information may simply be provided.

³ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

Price schedule

The Offeror is asked to prepare the Price Schedule in a separate envelope from the rest of the RFP response.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Due to changes in VAT law after the EU accession we would like to recommend you to consult your local Tax Office and obtain correct information about the VAT reimbursements applying for your country. The total price in the proposal has to be calculated based on this information (i.e. – if VAT will be reimbursed to you it should not be included in the total amount and vice versa).

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Please, break down in detail all costs related to the activity as per the Terms of Reference, methodology and resource plan in your technical proposal.

In addition to the hard copy, please also provide the information on a separate CD-R. Two separate CDs are required for technical proposal and financial proposal.

The Excel file containing the below table is attached for ease of reference.

Offeror's name: 2014/36/RFP - Slovakia Business for Development Cooperation Programme				
	Unit (e.g. hour, day, piece)	Number of units	Price per unit USD	Total price in USD
A. Operational Costs & Administration				
<i>1. Personnel</i>				
a. senior expert (please specify role/s)	month			
b. private sector officer/focal point (please specify role/s)	month			
c. other personnel (please specify)	month			
<i>2. Communication costs (phone, internet, fax)</i>	lump sum			
<i>3. Capacity building of personnel and consultation missions</i>	lump sum			
<i>4. Other costs (please specify)</i>				
A: SUBTOTAL				
B. Information and Awareness Raising on Opportunities with IGOs/IFIs.				
<i>1. Web page</i>				
a. domain name	year			
b. web hosting	month			
c. software	lump sum			
d. advertising	lump sum			
g. other costs (please specify)				
<i>2. First major event on business opportunities with EBRD</i>				
a. speakers' fee				
b. rent of premises	day			
c. rent of technique	day			
d. refreshments	day			
e. materials for event participants incl. printing	lump sum			
f. advertising	lump sum			
g. other costs (please specify)				
<i>3. Second major event on business opportunities with the WBG</i>				
a. speakers' fee				
b. rent of premises	day			
c. rent of technique	day			
d. refreshments	day			
e. materials for event participants incl. printing	lump sum			
f. advertising	lump sum			
g. other costs (please specify)				
<i>4. Third major event on business opportunities with UN agencies</i>				
a. speakers' fee				
b. rent of premises	day			
c. rent of technique	day			
d. refreshments	day			
e. materials for event participants incl. printing	lump sum			
f. advertising	lump sum			
g. other costs (please specify)				
<i>5. Fourth major event on business opportunities with the EBRD, WBG and UN agencies</i>				
a. speakers' fee				
b. rent of premises	day			
c. rent of technique	day			
d. refreshments	day			
e. materials for event participants incl. printing	lump sum			
f. advertising	lump sum			
g. other costs (please specify)				
<i>6. Information materials, incl. printing</i>				
<i>7. Other costs (please specify)</i>				

B. SUBTOTAL				
C: Capacity building and Advisory Services				
<i>1. Workshops/seminars (6 in total)</i>				
a. speakers' fee	lump sum/event	6		
b. rent of premises	lump sum/event	6		
c. rent of technique	lump sum/event	6		
d. refreshments	lump sum/event	6		
e. workshop/seminar materials incl. printing	lump sum/event	6		
f. other costs (please specify)				
<i>2. Database</i>				
a. initial set up costs	lump sum			
b. on-going charge (if applicable)	month			
c. technical support fees	lump sum			
c. technical support fees	lump sum			
d. update charges	lump sum			
e. functionality customization (if applicable)	lump sum			
g. other costs (please specify)				
<i>3. Other costs (please specify)</i>				
C: SUBTOTAL				
A + B + C TOTAL				
Please note that following costs are not eligible: office rental costs, purchase of cars, purchase of computers and other equipment.				
Contractor's name, signature, stamp				

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer

needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of

performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

Slovakia Business for Development Cooperation Programme

A. BACKGROUND

Since early 2000s UNDP's partnership with the Slovak Republic has been the largest initiative with an emerging donor in the region, supporting ODA delivery and capacity building and public finance management reforms in partner countries. In 2014, the parties launched a new project **"Slovak Republic – UNDP Partnership for Results in the International Development Cooperation"**, which is a continuation of UNDP's partnership with the Ministry of Foreign and European Affairs of the Slovak Republic (MFEA SR) and Ministry of Finance of the Slovak Republic (MF SR) in support of the Slovak ODA priorities, specifically leading to two key outputs a) Effective development cooperation tools and mechanisms enhanced and strengthened; b) National capacities in partner countries enhanced and strengthened through effective provision of the Slovak transition knowledge and experience.

Since 2003, the Slovak Republic has undergone a full transformation to development assistance provider. The key landmarks have included the accession to the EU in 2004, creation of the Slovak Agency for International Development Cooperation (based on the 2007 Act on Official Development Assistance), and, finally, accession to OECD-DAC in September 2013. In the past decade, development assistance has become an effective tool and an integral part of the Slovak foreign policy. Institutional and legislative framework was built and political and operational mechanisms were set up.

In line with the Medium Term Strategy for Development Cooperation of the Slovak Republic for 2014 - 2018, Slovak Republic is looking at increased involvement of the private sector in development cooperation as a way of contributing to job creation, domestic resource mobilization and economic growth in developing countries in order to be beneficial for reducing poverty in beneficiary countries. This goal should be pursued mainly via the Business Partnership Programme and Capacity Building Programme. Within the Capacity Building Programme, specific attention is paid to the involvement of Slovak entities in the development schemes of international institutions (EBRD, World Bank Group, etc.) and the establishment of a contact point for private sector.

There are several webpages in Slovakia informing about possibilities for private sector involvement in international development cooperation such as the web page of the Business Centre of the MFEA SR or the web page of the Slovak Investment and Trade Development Agency (SARIO). PSLO activities have been also performed by the MF SR within the framework the Slovak-Republic EBRD Technical Cooperation Fund using a combination of web page and seminars/workshops targeting the private sector.

A survey among Slovak companies doing business with Slovak ODA recipient countries and companies with direct experience in implementing Slovak ODA projects reveals limited involvement in UN and/or EU funded development projects but also indicates that there is interest to be informed about the possibilities and to participate in international projects. (Please refer to section J. Useful links).

This indicates that information about existing opportunities is insufficient and that the experience of Slovak companies with complex and complicated international tenders launched by Intergovernmental Organizations (IGOs) and International Financial Institutions (IFIs) is limited.

IFIs and IGOs work in almost all sectors, including financial institutions, energy (renewable and energy efficiency), transport, agriculture, municipal and environmental infrastructure, micro-enterprises, small and medium-sized enterprises (SMEs), natural resources, tourism, telecommunications, information systems and media. Procurement opportunities thus range from capital equipment for the construction of infrastructure, to the supply of information technology equipment and services to schools and hospitals, to consulting contracts for governmental institutions.

B. OBJECTIVE

The main objective is enhanced involvement of the Slovak private sector in projects/tenders of IFIs and IGOs and their increased awareness and capacity for active engagement in development cooperation. This will be done through awareness raising and capacity building of Slovak companies and consultants on IFIs and IGOs development cooperation.

C. ACTIVITIES

The contractor will be responsible for establishing and developing the services of a contact point for the Slovak private sector on business opportunities in development countries connected with the activities of IFIs and IGOs.

The Slovakia Business for Development Cooperation Programme will initially focus on the European Bank for Reconstruction and Development (EBRD), the World Bank Group (WBG) and selected United Nations (UN) agencies. It will gradually expand its activities to also cover other IFIs and IGOs.

The contact point should create an active platform for communication with Slovak private sector and mobilize it for the cause of “doing good by doing business”.

The major activities expected to be undertaken by the contractor:

1. Setting up the Slovakia Business for Development Cooperation Programme

- Conduct needs assessment establishing a baseline; specify 2015-16 targets for future evaluation, which will allow to assess the extent to which the assignment objective is being achieved and to measure progress towards its achievement.
- Establish and maintain relations/links with MF SR, MFEA SR, IFIs and IGOs and join key networks in Slovakia and abroad.
- Targeted educational/capacity building activities of programme personnel and IFIs/IGOs consultation missions.
- Develop a portfolio of services and board/taskforce of experts and, in consultation with MF SR and MFEA SR and a viable business model for programme operation after December 2016.

2. Information and Awareness Raising on Opportunities with IGOs/IFIs

- Prepare the communication strategy, design a user-friendly web page in Slovak language in the first place with supplementary English version and provide regular update (using Finland's [example](#)⁷ as a possible model).
- Provide information on the IFIs and IGOs knowledge resources and partnership opportunities on request.
- Organize events, reaching out to companies and consultants across Slovakia (through networks, e-marketing/e-campaigns as well as traditional means such as conferences), using success stories, to motivate the Slovak private sector to apply for IFIs/IGOs tenders.
- Act as the official voice of the Slovak private sector vis-à-vis the IFIs and IGOs to promote the positioning of the Slovak private sector in the area of development cooperation.

3. Capacity Building and Advisory Services

- Organize consultations on development issues of interest to the Slovak private sector. Generate interest in areas where the Slovak private sector has added value.
- Facilitate Slovak companies and consultants' access to information and contacts at the IFIs and IGOs.
- Provide advisory services throughout the tendering process.
- Identify Slovak companies and consultants who could/would be potentially interested in cooperation with IFIs and/or IGOs, create a regularly updated database or roster (combining search criteria such as the sector, country of experience, years of experience) with publicly available profiles (short info page) of participating companies and consultants. Share link to/give access to the database, paid for, if necessary, with key existing networks of companies in Slovakia.

D. SCHEDULE AND DELIVERABLES

Contract duration: January 2015 – December 2016

Expected outputs⁸ within the contract duration:

1. Slovakia Business for Development Cooperation Programme set up and operational

- 1.1. *Needs assessment* summary, including specified 2015-2016 targets, to be presented by *March 2015*.
- 1.2. *Business plan*, including presentation of portfolio of services, and targets presented by *March 2015*.
- 1.3. *Workflow mechanism/process map (includes engagement with IGOs/IFIs and key institutions in Slovakia)*, presented by *December 2015*.
- 1.4. *Sustainable self-financing business plan* for the programme after 2016 to be presented by *June*

⁷ <http://www.finnpartnership.fi/www/en/index.php>

⁸ All written documents are expected to be delivered in English, with Slovak translation provided if needed.

2016.

2. Information and Awareness Raising on Opportunities with IGOs/IFIs

- 2.1. *Communication strategy* and functional web page in Slovak language with supplementary English version *by June 2015*, targeted web traffic is at least 200 distinct and different visitors per month by December 2015 and a 50% increase by December 2016.
- 2.2. *First major event* on business opportunities with the EBRD to be organized in Slovakia by *September 2015*.
- 2.3. *Second major event* on business opportunities with the WBG to be organized in Slovakia by *December 2015*.
- 2.4. *Third major event* on business opportunities with UN agencies to be organized in Slovakia by *March 2016*.
- 2.5. *Fourth major event* on business opportunities with the EBRD, WBG and UN agencies to be organized in Slovakia by *June 2016*.

3. Capacity building and Advisory Services

- 3.1. *Seminars/workshops* to be primarily held in Slovakia or e-learning activities (using existing online content) webinars for capacity building purposes *once in two months* starting in July 2016, together six seminars/workshops (2 in 2015 and 4 in 2016), with a 20% participation increase each year.
- 3.2. *Database* of Slovak companies and consultants to be created and launched by *end of 2015*, and updated regularly.
- 3.3. *Provision of advisory services* to the Slovak private sector to be *launched by June 2015*, targeted success rate of client served in IFIs/IGOs tenders/projects is at least 3 in 2015 and at least 5 in 2016.

Deliverables and payment schedule:

Deliverable	Payment	Delivery Date
DELIVERABLE 1: First progress report		
1.1. Needs assessment summary, including specified 2015-2016 targets	5 % upon satisfactory delivery of the 1st progress report, incl. assessment summary and business plan	31 March 2015
1.2. Business plan for period 2014-2015, including presentation of portfolio of services and targets		
DELIVERABLE 2: Second progress report		
2.1. Communication strategy and functional webpage	5 % upon satisfactory delivery of the 2nd progress report, incl. communication strategy and presentation of functional webpage	30 June 2015
DELIVERABLE 3: Third progress report		
2.2. First major event on business opportunities with the EBRD	15 % upon satisfactory delivery of 3rd progress report, incl. report on the 1st major event, workshop/seminar report and information on advisory services provided	30 September 2015

3.1. Workshop/seminar		
3.3. Advisory services		
DELIVERABLE 4: Fourth progress report		
1.3. Workflow mechanism/process map	20 % upon satisfactory delivery of the 4th progress report incl. workflow mechanism/process map, workshop/seminar report, database presentation and information on advisory services provided	31 December 2015
2.3 Second major event on business opportunities with the WBG		
3.1. Workshop/seminar		
3.2. Database		
3.3. Advisory services		
DELIVERABLE 5: Fifth progress report		
2.4. Third major event on business opportunities with selected UN agencies	20% upon satisfactory delivery of the 5th progress report incl. report on the 3 rd major event, workshop/seminar report and information on advisory services provided	31 March 2016
3.1. Workshop/seminar		
3.3. Advisory services		
DELIVERABLE 6: Sixth progress report		
1.4. Sustainable business plan for functioning after 2016	20% upon satisfactory delivery of the 6th progress report incl. business plan after 2016, report on 4 th major event, workshop/seminar report and information on advisory services provided	30 June 2016
2.5. Fourth major event on business opportunities with the EBRD, WBG and UN agencies		
3.1. Workshop/seminar		
3.3. Advisory services		
DELIVERABLE 7: Seventh progress report		
3.1. Workshop/seminar	5 % upon satisfactory delivery of 7th progress report, incl. workshop/seminar report and information on advisory services provided	30 September 2016
3.3. Advisory services		
DELIVERABLE 8: Final report		
3.1. Workshop/seminar	10% upon satisfactory delivery of the Final report, incl. workshop/seminar report and information on advisory services provided	30 November 2016
3.3. Advisory services		

E. INSTITUTIONAL ARRANGEMENTS

The contractor will seek **acceptance of the outputs/deliverables** from the MF SR representatives (International Relations Section: Development Cooperation Unit representative and International Financial Institutions Division representative), acting as the technical guarantor, and the UNDP project manager.

The contractor is expected to liaise with the International Relations Section of the MF SR, the Business Centre of the MFEA SR and other relevant Slovak institutions as needed, as well as relevant business intermediary organisations (chambers of commerce and industry, business and trade associations, investment promotion industries). Furthermore, the contractor should actively interact with the EBRD, WBG, UN agencies and other IFIs/IGOs.

The Contractor will **report** to the UNDP project manager and the MF SR representatives on a **quarterly** basis. The Contractor must inform the supervisors of the progress as well as any obstacles that might occur, delivered outputs and results achieved. The contractor is responsible for gathering information necessary for **results monitoring** (e.g. information about web traffic, number of event participants and clients served, as well as feedback on services provided and success rate in tenders - via. questionnaires and interviews). The reporting requirements (programmatic and financial) will be specified in the Contract, signed between the contractor and UNDP.

The **final report** should be delivered to both the MF SR and UNDP in electronic and printed versions. Electronic versions of other written outputs should be sent to both UNDP and MF SR via email. The working language for all reporting is English. The final report will also be expected in the Slovak language. Slovak translations can be requested for other outputs as well where necessary.

The contractor will not be provided with any facility, support personnel, support service or logistics. The contractor will be responsible for the timely collection of all necessary documents, such as procurement-related documents, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures and that may be requested in support of financial reporting as needed. In addition, the contractor should provide the MF SR representatives and the UNDP with all photos and other visual materials collected/made during this assignment.

At the end of assignment, the contractor will cooperate with the evaluator/evaluation team contracted by UNDP. The evaluation will be conducted in October-December 2016, and the contractor will provide the evaluator with all necessary information. The contractor is expected to liaise with the evaluator orally and via email as requested by the evaluation team.

H. QUALIFICATION CRITERIA

Expertise of Firm/Organization

- An organization/institution with proven experience (either of the organization itself or through its Advisory Board and experts) in the area of providing business intermediary services, advisory services on foreign trade and business development, providing consultancy to the private sector and/or public bodies and governmental institutions.
- Demonstrated experience of cooperation with stakeholders from the private sector government institutions, international organizations, including IFIs or IGOs identified as priorities (EBRD, World Bank, UN agencies).
- Proven track record in organizing events, workshops and trainings preferably for the private sector target group.
- Appropriate references will be considered an asset.

Personnel

The team should consist of at least 2 and up to 5 full-time employees dedicated to the project, In the case of a smaller team, access to high-caliber expertise through an Advisory Board is highly recommended. The members of the team should cover the following roles (and demonstrate appropriate qualifications and experience):

- **Senior private sector engagement/partnership expert** and team manager: conducting needs assessments, establishing benchmarks, building relations with Slovak authorities and IFIs; developing a portfolio of services and board/taskforce of experts and mentors.
- **Communications and engagement officers** (1-2): implementing the communications strategy, maintaining the website, organizing events.
- **Business focal points** (1-2): supporting tendering to IFIs/IGOs, maintaining database of contacts , providing advisory services throughout the tendering process, matchmaking of IFIs/IGOs opportunities with Slovak companies.

The staff involved in implementation should meet the following qualification criteria:

- Advanced (MA) university degree in economics, business administration, international development, international relations or equivalent.
- Senior expert at least 5 years of experience / other team members at least 3 years of experience in private sector development, tendering, providing advisory services to private and/or public bodies in the Slovak Republic, in the region of Central and Eastern Europe and/or abroad in the field of foreign trade and business development, project and/or programme management and communications.
- Proven knowledge of the Slovak private sector and Slovak market-covering companies and consultants, demonstrated understanding of development cooperation and collaboration with IFIs/IGOs (writing projects/preparing bids for international tenders, building partnerships/consortia and/or successful implementation of projects).
- Proven experience in cooperation with international organizations (at least 3 similar assignments); previous working experience with UNDP or other international agencies will be an asset.
- Proven track record in organizing events, workshops and trainings, preferably for a private sector target group.

Language and other skills

- Proficiency (verbal and written) in English and Slovak, knowledge of Russian or other relevant language is an asset.
- Excellent communication, analytical, facilitation and presentation skills.
- Strong organizational awareness, client orientation and advisory skills.
- Ability to establish effective working relations in a multicultural team environment.

I. CONTENT OF THE PROPOSAL

The **technical proposal** must include:

1. **Profile** of Company/Civil Society Organization/Business Intermediary Organization and a list of implemented projects/realized contracts with a reference list and client contacts for reference check indicating the e-mail addresses or phone numbers of contact persons.

2. Information on state of play presenting offeror's understanding/professional guess based on information available (an initial **needs assessment**).
3. Evidence based **strategy and business model** description that will lead towards successful completion of the assignment (methodology).
4. List and timeframe of **activities** linked to specified deliverables/outputs, with preliminary description of activities, including events and workshops/seminars (preliminary information on content, target group, expected dates and number of participants, proposed lecturers)
5. **CVs** of the proposed team members.
6. Information on **corporate social responsibility** (CSR) and **"green" efforts/** green policy of the company. If two proposals are evaluated to be identical or with minimal differences, company with a better green program/ policy may be given preference.

The **financial proposal**, budget estimate, should be prepared in USD and broken down by activities according to the attached template (Annex 3 Price schedule).

J. USEFUL LINKS

Participation of the private sector in the development aid of the Slovak Republic, Alexander Duleba, RC SFPA, 2013

http://www.sfpa.sk/AfT/static/pdf/AprivatesectorSKODA_final.pdf

Medium Term Strategy for Development Cooperation of the Slovak Republic for 2014 -2018

[http://www.mzv.sk/App/wcm/media.nsf/vw_ByID/ID_844BDE60BA6C7E25C1257C86004A2955_EN/\\$File/Strednodoba%20strategia%20ODA%20SR%202014-2018_UK_11_02_2014.pdf](http://www.mzv.sk/App/wcm/media.nsf/vw_ByID/ID_844BDE60BA6C7E25C1257C86004A2955_EN/$File/Strednodoba%20strategia%20ODA%20SR%202014-2018_UK_11_02_2014.pdf)

Business Centre of the MFEA SR

https://www.mzv.sk/sk/zahranicna_politika/podnikajme_v_zahranici-uvod

MF SR – Cooperation with EBRD

<http://www.finance.gov.sk/Default.aspx?CatID=4499>

WBG PSLO Network

<http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/ADVISORYSERVICES/EXTEOS/0,,contentMDK:20474776~menuPK:577322~pagePK:64168445~piPK:64168309~theSitePK:575135,00.html>

Finnpartnership's web page (member of the WBG PSLO network)

<http://www.finnpartnership.fi/www/en/index.php>